## UNITED STATES DISTRICT COURT FOR THE EASTERN DISTRICT OF MICHIGAN

UNITED STATES OF AMERICA,	
Plaintiff,	Civil Action No : Hon:
VS.	
Etta Henton,	
Defendant.	/
<u>C</u>	OMPLAINT
The United States of America, Plai	ntiff, alleges that:
$\mathbf{J}$	<u>Jurisdiction</u>
1. This Court has jurisdiction over	the subject matter of this action pursuant to Article
III, Section 2, U.S. Constitution, 28 U.S.C	C. § 1345.
	<u>Venue</u>
2. The defendant is a resident of Wayne County, Michigan within the jurisdiction of	
this Court and may be served with service	of process at 9642 Russell St, Detroit, MI, 48211.
	The Debt
3. The debt owed to the United Sta	ites of America is as follows:
A. Current principal balance	e (after application

of all prior payments, credits, and offsets): \$5,667.01

B. Current capitalized interest balance and accrued interest: \$1,453.55

C. Administrative Fee, Costs, Penalties: \$0.00

D. Credits previously applied
(Debtor payments, credits and offsets): \$0.00

Total Owed \$7,120.56

The Certificate of Indebtedness, attached as Exhibit B, shows the total owed excluding attorney's fees and Court costs and related charges. The principal balance and the

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interest balance shown on the Certificate of Indebtedness is correct as of the date of the

Certificate of Indebtedness after application of all prior payments, credits, and offsets.

Prejudgment interest accrues at the rate of 3% per annum from the date stated in Exhibit "B".

The promissory notes which are at issue are attached as Exhibit A, hereto.

Failure to Pay

4. Demand has been made upon the defendant for payment of the indebtedness, and

the defendant has neglected and refused to pay the same.

WHEREFORE, the United States of America prays for judgment:

A. For the sums set forth in paragraph 3 above, plus prejudgment interest through the

date of judgment, all administrative costs, and service of process costs allowed by law, and

post-judgment interest at the legal rate, pursuant to 28 U.S.C. § 1961.

B. For attorneys' fees and costs allowed by law or contract; and

C. For such other relief which the Court deems proper.

Respectfully submitted,

GOODMAN & POESZAT, PLLC

By: s/ Jeffrey G. Poeszat

Jeffrey Poeszat, Bar No. (P51370) 20300 W 12 Mile Road, Suite 201

Southfield, Mi 48076

Telephone No. 248/750-0500

Fax No. 248/750-0508

ipoeszat@goodmanpoeszat.com

June 20, 2011

CDCS #: 2011A42419

## U. S. DEPARTMENT OF EDUCATION SAN FRANCISCO, CALIFORNIA

CERTIFICATE OF INDEBTEDNESS #1 OF 1

ETTA MARIE HENTON aka: ETTA M. HENTON 9642 RUSSELL ST DETROIT, MI 48211 Account No. XXXXX2162

I certify that Department of Education records show that the borrower named above is indebted to the United States in the amount stated below plus additional interest from 02/21/11.

On or about 08/21/98, the borrower executed promissory note(s) to secure loan(s) of \$8,090.00 from the U.S. Department of Education. This loan was disbursed for \$4,045.00 on 09/09/98 at a variable rate of interest to be established annually. This loan was made by the Department under the William D. Ford Federal Direct Loan Program under Title IV, Part D of the Higher Education Act of 1965, as amended, 20 U.S.C. 1087a et seq. (34 C.F.R. Part 685). The Department demanded payment according to the terms of the note, and the borrower defaulted on the obligation on 05/25/07. Pursuant to 34 C.F.R. § 685.202(b), a total of \$1,861.89 in unpaid interest was capitalized and added to the principal balance.

The Department has credited a total of \$5,091.30 in payments from all sources, including Treasury Department offsets, if any, to the balance. After application of these payments, the borrower now owes the United States the following:

Total debt as of 02/21/11: \$7,120.56

Interest accrues on the principal shown here at the current rate of 3.00 percent and a daily rate of \$0.47 through June 30, 2011 and thereafter at such rate as the Department establishes pursuant to Section 455(b) of the Higher Education Act of 1965, as amended, 20 U.S.C. 1087e.

Pursuant to 28 U.S.C. § 1746(2), I certify under penalty of perjury that the foregoing is true and correct.

Executed on: 3/3/11 Milas Ulli-

Loan Analyst
Litigation Support

## 5:11-cv-12738-JCO-RSW ECF No. 1, Page D.4 Filed 06/23/11 Page 4 William D. Ford Federal Direct Loan Program

U.S. Department of Education

OT 4 OMB No 1840-0666 Form Approved Exp. Date 12/31/98

WARNING: Any person who knowingly makes a false statement or misrepresentation on this form shall be subject to penalties which may include lines, imprisonment or both under the U.S. Criminal Code and 20 U.S.C. 1097.

Federal Direct PLUS Loan **Application and Promissory Note** 

Section A: To Be Completed By Borrower		
1 Name (last, first, middle initial) and Permanent Address (street, city, state, zip code)	2 Social Security 382 58, 2162	
Henton, Etha M	Number	
GINT BUSELL	3 Date of Birth 6/27/5.5	
Debroit, Mich gan 48211	имориччу	
	4 Permanent Area Code/ (313) 569-4530 Telephone Number	
6 U.S. Cilizenship Status (check one)  Allen registration number 7 Loan Amount Requested	5 Driver's License Number (List state abbreviation first.) H1 - H535 236585 - So.2	
1 PU.S. cdizon 2 Permanent resident or 3 Neither \$ 8090 of national other eligible alien	8 Loan Pariod From: MM/DD/YYYY To: MM/DD/YYYY Requested 08/26/1998 05/07/1999	
9. References: You must list two persons with different U.S. addresses who have known you for at least three years.		
	2 V Elaire Canret	
10333	3407 Edwburgh	
Permanent Address 1933 INYOM: NO	Kalamazoo, Michigan 49006	
City, State, Zip Code DECroit, Michigan 48221	• •	
Area Code/Telephone 013 861-42-10	(BB) 372 9725	
10 Employer's Name 11 How many years with this 12 Employer's Ar	idiess Ch'EM DEtroit, Michiem 48311	
13 Employer's Area Code/Telephone 14 Are you currently in default on a federal education loan, or d	o you owe a refund on a federal student grant? (Check one)	
Number		
☐ YE	;	
(If "Yes," please read instructions and attach documentation		
15. If it is determined that I have an adverse credit history, I would try to obtain an endorser.	i 🔾 no	
Section B: To Be Completed By Student	irth 18 Social Security	
111111111111111111111111111111111111111	12/24/1978 Number 380-88-4736	
19 U.S. Citizenship Status (check one) student g	urrently in default on a federal education toan, or do you owe a refund on a federal rant? (Check one)  YESKED NO  Wered "Yes" to this question, have you made satisfactory repayment arrangements?	
19 U.S. Citizenship Status (check one)  student g  If you an  No.	rant? (Check one)  wered "Yes" to this question, have you made satisfactory repayment arrangements?	
19 U.S. Cilizenship Status (check one)  **Signature Conditions	rant? (Check one)  owered "Yes" to this question, have you made satisfactory repayment arrangements?  ne)  please read instructions and attach documentation.)	
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19 U.S. Citizenship Status (check one)  **Signature of Student or or national or other eligible alien  I will notify the school or the Servicer in the event of the borrower's permanent and total disability or death. My signature certifies that I have read and agreed to the conditions outlined in the "Student Certification" printed on the reverse of this Loan Application and Section C: To Be Completed By School  23. School Name	rant? (Check one)  owered "Yes" to this question, have you made satisfactory repayment arrangements?  ne)  please read instructions and attach documentation.)	
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Scribizen 2 Permanent resident or of national 2 Other eligible alten of the borrower's permanent and total disability or death. My signature certifies that I have read and agreed to the conditions outlined in the "Student Certification" printed on the reverse of this Loan Application and Promissory Note. I will not sign this Promissory Note before reading it, even if I am advised not to read this Promissory Note. I am entitled to an exact copy of this Promissory Note before reading it, even if I am advised not to read this Promissory Note. I am entitled to an exact copy of this Promissory Note promissory Note and Percond Student I have read, and Perconsory Note before reading it, even if I am advised not to read this Promissory Note. I am entitled to an exact copy of this Promissory Note promissory Note and Perconsory Note and Perconsory Note in the Borrower's Births and Responsibilities. My signature certifies that I have read,	rant? (Check one)  wered "Yes" to this question, have you made satisfactory repayment arrangements? he please read instructions and attach documentation.)  22. Date MANDOMYYY  24. School Code/Branch 27. Certified Loan Amount 28. Date MANDOMYYY  29. Date MANDOMYYY  24. School Code/Branch 30.005  27. Certified Loan Amount 38.090  38.0	
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